

JULY 1, 1999 THROUGH JUNE 30, 2001

LABOR AGREEMENT

BETWEEN

THE CITY OF SAINT PAUL

AND

DISTRICT LODGE NO. 77

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS AFL-CIO

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**AGREEMENT BETWEEN THE CITY OF SAINT PAUL
AND DISTRICT LODGE #77, INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS AFL-CIO**

This AGREEMENT has been entered into between the City of Saint Paul, hereafter referred to as the EMPLOYER, and District Lodge #77, International Association of Machinists and Aerospace Workers AFL-CIO, hereafter referred to as the UNION. This AGREEMENT has as its purposes, the promotion of harmonious relations between the EMPLOYER and the UNION, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, benefits, hours of work, and other conditions of employment. The parties hereto pledge that they shall pursue the above objectives in full compliance with the requirements of the Public Employment Labor Relations Act of the State of Minnesota of 1984, as amended.

ARTICLE 1 - RECOGNITION

- 1.1 The EMPLOYER recognizes the UNION as the sole and exclusive bargaining agent for the purposes of establishing wages, benefits, hours and other conditions of employment for all of its employees as outlined in the certification by the State of Minnesota, Bureau of Mediation Services, dated August 15, 1973, in case No. 74-PR-77-A, and as set forth below:

All regular, probationary, and provisional vehicle and equipment maintenance personnel who are employed by the City of St. Paul or who have their "terms and conditions of employment" established by the governing body of the City of St. Paul in the classifications of **Auto Body Repairer, Communications Technician Helper, Equipment Repairer, Fire Buildings Repairer, Fire Equipment Servicer, Machinist, Marina-Mechanic, Mechanic-Welder, Parts Runner, Tool Maker - Water Utility, Traffic Maintenance Worker, *Vehicle Maintenance Worker (Light), Vehicle Maintenance Worker (Heavy), Vehicle Mechanic, Vehicle Mechanic (Heavy Truck & Equipment), Vehicle Mechanic Leadworker, Vehicle Mechanic Supervisor, Vehicle Mechanic Trainee, Welder and Welder Leadworker**, excluding supervisory, confidential, temporary, emergency and employees exclusively represented by other labor or employee organizations.

- 1.2 The parties agree that any new classifications which are an expansion of the above bargaining unit or which derive from the classifications set forth in this agreement shall be recognized as a part of this bargaining unit, and the parties shall take all steps required under the Public Employment Relations Act to accomplish said objective.

ARTICLE 2 - DEFINITIONS

- 2.1 **Collective Bargaining.** The EMPLOYER will bargain collectively with the UNION with respect to rates of pay, hours and conditions pertaining to employment for all of the employees in the unit hereinbefore set forth.
- 2.2 **Discrimination.** The EMPLOYER will not interfere with, restrain or coerce the employees covered by this AGREEMENT because of membership in or activity on behalf of the UNION. The EMPLOYER will not discriminate in respect to hire, tenure of employment or any term or condition of employment against any employee covered by this AGREEMENT because of membership in or activity on behalf of the UNION, nor will it discourage or attempt to discourage membership in the UNION, or attempt to encourage membership in another Union.

ARTICLE 2 - DEFINITIONS (Continued)

- 2.3 This AGREEMENT shall designate and define benefits with the exception of pension benefits that shall be granted to the employees by the EMPLOYER. If subsequent to this AGREEMENT, any governing body passes a provision which shall create a cost benefit for a employee in this unit, the cost of such benefit shall be paid by the employee until such time as the responsibility of the cost is subsequently negotiated. This provision shall not compel either party to reopen negotiations during the course of an existing contract.

ARTICLE 3 - MAINTENANCE OF STANDARDS

- 3.1 The parties agree that all conditions of employment relating to wages, hours of work, overtime differentials, vacations, and all other general working conditions shall be maintained at not less than the highest minimum standard as set forth in the Civil Service Rules of the City of Saint Paul, (Resolution No. 3250) and the Saint Paul Salary Plan and Rates of Compensation at the time of the signing of this AGREEMENT, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this AGREEMENT.

ARTICLE 4 - CHECK OFF AND ADMINISTRATIVE SERVICE FEE

- 4.1 **Dues.** The EMPLOYER agrees to deduct the UNION membership dues once each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the EMPLOYER by a representative of the UNION and the aggregate deductions of all employees shall be remitted together with an itemized statement to the representative by the first of the succeeding month after such deductions are made or as soon thereafter as is possible.
- 4.2 **Fairshare.** Any present or future employee who is not a UNION member shall be required to contribute a fair share fee for services rendered by the UNION. Upon notification by the UNION, the EMPLOYER shall check off said fee from the earnings of the employee and transmit the same to the UNION. In no instance shall the required contribution exceed a prorata share of the specific expenses incurred for services rendered by the representative in relationship to negotiations and administration of grievance procedures. This provision shall remain operative only so long as specifically provided by Minnesota law and as otherwise legal.

ARTICLE 4 - CHECK OFF AND ADMINISTRATIVE SERVICE FEE (Continued)

- 4.3 The Union agrees that an administrative fee of \$6.00 per employee, per year shall be deducted by the employer from the employee's earnings. This annual deduction shall be made from the first paycheck received in January of each year.
- 4.4 The UNION will indemnify, defend and hold the EMPLOYER harmless against any claims and all suits, orders or judgments brought or issued against the EMPLOYER, its officers or employees, as a result of any action taken or not taken by the EMPLOYER under the provisions of this section.

ARTICLE 5 - UNION RIGHTS

- 5.1 The UNION may designate employees within the bargaining unit to serve as Union Stewards.
- 5.2 The UNION shall furnish the EMPLOYER and appropriate department heads with a list of Stewards and alternates, and shall, as soon as possible, notify said appropriate City officials in writing of any changes thereto. Only those who are Stewards shall be recognized by the EMPLOYER for the purpose of meetings.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.1 The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. The rights and authority which the EMPLOYER has not officially abridged, delegated, or modified by this AGREEMENT are retained by the EMPLOYER.
- 6.2 A public employer is not required to meet and negotiate on matters of inherent managerial policy, which include, but are not limited to, such areas of discretion or policy as the functions and programs of the EMPLOYER, its overall budget, utilization of technology, and organizational structure and selection and direction and number of personnel.

ARTICLE 7 - DISCIPLINE

- 7.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in the form of:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension;
 - d) Reduction;
 - e) Discharge.
- 7.2 Employees and the UNION will receive copies of written reprimands and notices of suspension and discharge.
- 7.3 Discharges will be preceded by a five (5) day preliminary suspension without pay. During said period, the employee and/or UNION may request, and shall be entitled to a meeting with the Employer Representative who initiated the suspension with intent to discharge. During said five (5) day period, the EMPLOYER may affirm the suspension and discharge in accordance with Civil Service Rules or may modify, or withdraw same.

ARTICLE 8 - HOURS, OVERTIME PAY

- 8.1 **Hours of Employment:** The assigned normal work day shall be 8 hours excluding .5 hour for lunch in any twenty-four hour period and 40 hours in any seven-day period. (For employees on a shift basis, this shall be construed to mean an average of forty hours a week.) The normal work week shall consist of five consecutive normal work days.
- 8.2 Notwithstanding Article 8.1, a Department Head and the Union may mutually agree in writing to establish a normal work day of ten (10) consecutive hours, excluding a thirty (30) minute lunch period, and a normal work week of four (4) consecutive work days in a seven (7) calendar day period.
- A Department Head may unilaterally cease a ten (10) hour work day, four (4) day work week with five (5) working days notice to the Union if such a schedule does not meet the operating needs of the affected Department.
- 8.3 **Call-in-Pay:** When an employee is called to work he shall receive two hours' pay if not put to work. If he is called to work and commences work, he shall be guaranteed four hours pay. These provisions, however, shall not be effective when work is unable to proceed because of adverse weather conditions.

ARTICLE 8 - HOURS, OVERTIME PAY (Continued)

- 8.4 **Overtime:** Time on the payroll in excess of the normal hours set forth above shall be "overtime work" and shall be done only by order of the head of the department.

Overtime will be assigned based on a rotating opportunity preset-set by class seniority among all eligible personnel in the affected division having the skills necessary for the job. In the beginning of each calendar year, the rotation for overtime opportunities will begin with the most senior employees. The individual may accept or decline. The next opportunity for overtime will go to the next person on the list who may accept or decline. This will continue until the end of the list is reached and will again start over with the most senior person.

If an employee is bypassed for overtime to which he/she would have been entitled, the employee will have the opportunity, whenever possible but subject to supervisory approval, to make up the overtime before the end of the next payroll period, at a time convenient to the employee.

The Employer reserves the right to deviate from the aforementioned process in emergencies or in such situations where following such process would be detrimental to the operation of the affected unit. Class seniority shall be the determining factor in shift assignment, however, the Employer will not be required to accept the most senior bidder or to assign the least senior employee when considering such factors as the duration of assignment and the productivity needs of the affected unit. Qualifications will be determined by the Employer based on requirements of the job, actual job performance and Civil Service certification.

- 8.5 An employee shall be recompensed for work done in excess of the normal hours by being granted compensatory time on a time-and-one-half basis or by being paid on a time-and-one half basis for such overtime work. The basis on which such overtime shall be paid shall be determined solely by the EMPLOYER.

ARTICLE 9 - TOOL INSURANCE AND CLOTHING

- 9.1 The EMPLOYER will provide five changes of coveralls or five changes of shirts and pants per week. The Department shall substitute coveralls for shirts and pants and vice versa at the employee's request. Employees may request such substitution no more than two times within a calendar year.
- 9.2 Employees in the following classifications; Vehicle Maintenance Worker (Heavy), *Vehicle Maintenance Worker (Light), Marina Mechanic, Mechanic-Welder, Vehicle Mechanic, Auto Body Repairer, Vehicle Mechanic Lead Worker, and Vehicle Mechanic (Heavy Truck & Equipment), shall receive a Tool and Shoe Allowance in the following manner.
- 9.2(A) Effective 7/1/1999, for safety shoes, the amount of seventy-five dollars (\$75). This amount will be retroactive to the date of the beginning of the contract, 7/1/1999.
- 9.2(B) Effective 1/1/2000, the employees designated in section 9.2 shall be paid a tool allowance in the amount of two-hundred dollars (\$200.00).
- 9.2(C) Effective 7/1/2000, the employees designated in section 9.2 shall be paid a Tool and Shoe allowance in the amount of four-hundred and seventy-five dollars (\$475.00).
- 9.2(D) Employees not designated in section 9.2, shall receive shoe allowance as designated in Article 24 - Safety Shoes.
- 9.2(E) Employees need to keep an accurate, up-to-date inventory of tools kept at the worksite. In the event that the entire tool set is stolen or if the worksite itself is damaged and the tools are not salvageable, the Employer agrees to replace the tools, in excess of \$475.00, that are listed on the inventory previous to the date of the event. Initiating and updating the inventory is to be done on the employee's own time.

ARTICLE 10 - JURY DUTY

- 10.1 Any employee who is required during his regular working hours to appear in court as a juror or witness except as a witness in his own behalf against the City, shall be paid his regular pay while he is so engaged, provided however, that any fees that the employee may receive from the court for such service shall be paid to the City and be deposited with the City Finance Director. Any employee who is scheduled to work a shift, other than the normal daytime shift, shall be rescheduled to work the normal daytime shift during such time as he is required to appear in court as a juror or witness.

ARTICLE 11 - LEGAL SERVICES

- 11.1 Except in cases of malfeasance in office or willful or wanton neglect of duty, or indifference to rights of others, the EMPLOYER shall defend, save harmless and indemnify an employee against tort claim or demand whether groundless or otherwise arising out of alleged acts or omission occurring in the performance or scope of the employee's duties.
- 11.2 Notwithstanding the provisions of Section 11.1, the Employer shall not be required to defend or indemnify any employee against personal liability, or damages, costs or expense (a) resulting from a claim, suit, verdict, finding, determination or judgment that the employee has committed an intentional tort or torts, including but not limited to slander, libel and/or other defamatory harms; or (b) arising out of cross claims, counterclaims, affirmative defenses, and/or separate actions brought against such employee in response to or resulting from claims, allegations, demands or actions (whether or not litigation was actually commenced) brought, made or instituted by such employee.
- 11.3 Notwithstanding the provisions of Section 11.1 or 11.2, the Employer may at its sole discretion defend an employee against allegations, claims, demands or actions wholly or in part based on or arising out of claimed intentional torts, and in such cases, the employee consents to the extent lawfully permitted to such representation without regard to actual or potential conflicts of interest.
- 11.4 Each employee, within 20 days after receiving notice of (1) a tort claim or demand, action, suit or proceeding against him or her, and (2) a judgment, verdict, finding or determination, either of which arises out of alleged or found acts or omissions occurring in the performance or scope of the employee's duties, shall notify the City by giving written notice thereof to the City Clerk.

ARTICLE 12 - CITY MILEAGE

- 12.1 **Automobile Reimbursement Authorized:** Pursuant to Chapter 33 of the Saint Paul Administrative Code, as amended, pertaining to reimbursement of City officers and employees for the use of their automobiles in the performance of their duties, the following provisions are adopted.
- 12.2 **Method of Computation:** To be eligible for such reimbursement, all officers and employees must receive written authorization from the Department Head. If an employee is required to use his/her own automobile during employment, the employee shall be reimbursed at \$.27.5 per mile for each mile actually driven.
- 12.3 The City will provide parking at the Civic Center Parking Ramp for City employees who are required to have their personal car available for City business. Such parking will be provided only for the days the employee is required to have his or her own personal car available.

ARTICLE 12 - CITY MILEAGE (Continued)

- 12.4 **Rules and Regulations**: The Mayor shall adopt rules and regulations governing the procedures for automobile reimbursement, such regulations and rules shall contain the requirement that recipients shall file daily reports indicating miles driven and shall file monthly affidavits stating the number of days worked and the number of miles driven, and further require that they maintain automobile liability insurance in amounts of not less than \$100,000/\$300,000 for personal injury, and \$25,000 for property damage, or liability insurance in amounts not less than \$300,000 single limit coverage, with the City of Saint Paul named as an additional insured. These rules and regulations, together with the amendment thereto, shall be maintained on file with the City Clerk.

ARTICLE 13 - ACTIVE EMPLOYEE INSURANCE

- 13.1 The insurance plans, premiums for coverages and benefits contained in the insurance plans offered by the Employer shall be solely controlled by the contracts negotiated by the Employer and the benefit providers. The Employer will attempt to prevent any changes in the benefits offered by the benefit providers. However, the employees selecting the offered plans agree to accept any changes in benefits which a specific provider implements. The Employer's Cafeteria Plan Document and IRS rules and regulations shall govern the Employer provided health and welfare benefit program.
- 13.2 For the purpose of this Article, **full-time employment** is defined as appearing on the payroll an average of at least 32 hours per week for the immediately preceding twelve (12) month period ending June 30th.

Three-quarter time employment is defined as appearing on the payroll an average of at least 26 hours per week but less than 32 hours per week for the immediately preceding twelve (12) month period ending June 30th.

Half-time employment is defined as appearing on the payroll an average of at least 20 hours per week but less than 26 hours per week for the immediately preceding twelve (12) month period ending June 30th.

The above determination shall exclude periods of layoff and approved unpaid leave of absence when the employee returns to the same position and employment condition.

The Employer shall determine the time status of a new or changed position based on the above definitions as to full-time, three-quarter or half-time employment.

ARTICLE 13 - ACTIVE EMPLOYEE INSURANCE (Continued)

- 13.3 Effective January 1, 2000, the Employer agrees to contribute, for full-time employees, \$260.00 per month toward the cost of single health insurance coverage under the "Cafeteria Plan." For three-quarter time employees the Employer's contribution shall be \$195.00 per month. For half-time employees the Employer's contribution shall be \$130.00 per month.

Effective January 1, 2000, the Employer's contribution toward the cost of family health care coverage for full-time employees shall be adjusted to \$376.66 per month. For three-quarter time employees the Employer's contribution of family health care coverage shall be adjusted to \$282.50 per month. For half-time employees the Employer's contribution of family health care coverage shall be adjusted to \$188.33 per month.

- 13.4 Effective January 1, 2001, the Employer agrees to contribute, for full-time employees, \$260.00 per month toward the cost of single health insurance coverage under the "Cafeteria Plan." For three-quarter time employees the Employer's contribution shall be \$195.00 per month. For half-time employees the Employer's contribution shall be \$130.00 per month.

Effective January 1, 2001, the Employer's contribution toward the cost of family health care coverage for full-time employees shall be adjusted to \$376.66 plus an amount equal to the 2001 single health insurance premium increase up to forty dollars (\$40) per month, if the 2001 single health insurance premium increase is over forty dollars (\$40), the Employer will contribute 50% of the amount over forty dollars (\$40). For three-quarter time employees the Employer's contribution of family health care coverage shall be adjusted to \$282.50 plus an amount equal to 75% of the increase for the full-time employees per month. For half-time employees the Employer's contribution of family health care coverage shall be adjusted to \$188.33 plus an amount equal to 50% of the increase for the full-time employees per month.

- 13.5 Under the "Cafeteria Plan," all eligible employees regardless of the number of average hours worked must select at least single coverage hospital-medical insurance and employee life insurance in an amount of \$5000. Any unused portion of the Employer's contribution for which an employee is eligible shall be paid to the employee as taxable income. Such payment will be made during the month of December for the Plan year. For employees who terminate their employment with the City of Saint Paul, such payment shall be made within 90 days following termination.

- 13.6 For employees who become disabled and are eligible for a disability pension from a retirement fund to which the City of Saint Paul has contributed, the Employer shall contribute toward the hospital-medical insurance program offered by the Employer in accordance with Article 14 of this Agreement.

- 13.7 The insurance benefits provided under this Article shall not apply to temporary or provisional employees.

ARTICLE 14 - RETIREE INSURANCE

- 14.1 Full-time eligible employees must meet the following conditions at the time of retirement in order to be eligible for the Employer contribution toward the hospital-medical insurance program offered by the Employer.

14.1.1 Have completed at least twenty-five (25) years of service with the City of Saint Paul. Employment with School District #625 will not be counted toward the service requirement for employees hired after 07/01/97 toward years of service for retiree health eligibility.

AND

Be receiving a pension from a retirement fund to which the City of Saint Paul has contributed.

- 14.2 For employees who were hired prior to July 1, 1975 and who, at the time of retirement, meet the eligibility requirements set forth in Article 14.1.1, the Employer agrees to contribute, for the life of the retiree, the following:

The full cost of the least expensive single premium for hospital-medical insurance offered by the Employer.

- 14.3 For employees who were hired on or after July 1, 1975, and who, at the time of retirement, meet the eligibility requirements set forth in Article 14.1.1, the Employer will provide, for the life of the retiree, the full premium cost of the least expensive single health insurance coverage provided by the Employer at the time the employee retires. The City's contribution level shall remain constant, except that such contribution level shall be refigured at the full cost of the least expensive premium offered by the Employer at the time the retiree reaches age 65, if such date is after the date of retirement.

For employees who retire and have not completed at least twenty-five (25) years of service with the City at the time of their retirement, the Employer will discontinue providing any health insurance contributions upon their retirement.

- 14.4 For employees who retire who do not meet the eligibility requirements set forth in 14.1.1, the Employer shall not make any contributions toward insurance coverage. However, if such retiree has completed at least ten (10) years of service with the City of Saint Paul, he/she may purchase single and/or dependent health insurance coverage through the Employer's insurance program. The total cost of such insurance coverage shall be paid by the retiree.

- 14.5 A retiree's participation in the City's health insurance plan must be continuous. The retiree must be participating in a City health insurance plan at the time of retirement. If a retiree chooses not to participate at the time of his/her retirement or if a retiree discontinues his/her participation at a later date, such retiree will not be eligible for any future participation or for any Employer contribution.

ARTICLE 14 - RETIREE INSURANCE (Continued)

- 14.6 In the event of the death of a retiree who is participating in the City's health insurance program, the surviving spouse or dependent of the deceased may continue to participate in the City's health insurance plan at his/her own cost. Eligibility to continue to participate shall terminate when such spouse or dependent remarries or becomes eligible for group health insurance through any employer.

ARTICLE 15 - HOLIDAYS

- 15.1 Holidays recognized and observed. The following days shall be recognized and observed as paid holidays:

| | |
|------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veterans' Day |
| Presidents' Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |
| Two floating holidays | |

Eligible employees shall receive pay for each of the holidays listed above, on which they perform no work. On holidays that the employee does perform work, the employee will be compensated at time and one-half for the hours worked, in addition to the holiday pay. Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday.

- 15.2 The floating holidays set forth in Section 15.1 above may be taken at any time during the fiscal year, subject to the approval of the department head. For the purpose of this article the "fiscal year" shall be the IRS payroll reporting year.
- 15.3 **Eligibility Requirements.** In order to be eligible for a holiday with pay, an employee's name must appear on the payroll on any six working days of the nine working days preceding the holiday; or an employee's name must appear on the payroll the last working day before the holiday and on three other working days of the nine working days preceding the holiday. In neither case shall the holiday be counted as a working day for the purposes of this section. It is further understood that neither temporary nor other employees not heretofore eligible shall receive holiday pay.

ARTICLE 16 - VACATION

- 16.1 In each calendar year, each full-time employee shall be granted vacation according to the following schedule:

| Years of Service | Vacation Granted |
|-------------------------------|-------------------------|
| Less than 8 years | 15 days |
| After 8 years thru 15 years | 20 days |
| After 15 years and thereafter | 25 days |

- 16.2 Employees who work less than full-time shall be granted vacation on a pro rata basis.
- 16.3 The head of the department may permit an employee to carry over into the following vacation year up to one hundred twenty (120) hours of vacation.
- 16.4 The above provisions of vacation shall be subject to the Saint Paul Salary Plan and Rates of Compensation, Section I, Subdivision H.
- 16.5 If an employee has an accumulation of sick leave credits in excess of one hundred and eighty days, he may convert any part of such excess to vacation at the rate of one-half day's vacation for each day of sick leave credit.
- 16.6 The maximum number of days' vacation allowed by the conversion of sick leave credits shall be no more than five days in any one year so that the maximum vacation time which may be taken in any one year shall be forty-five (45) days including the regular vacation period.

ARTICLE 17 - GRIEVANCE PROCEDURES

- 17.1 The EMPLOYER shall recognize stewards selected in accordance with UNION rules and regulations as the grievance representative of the bargaining unit. The UNION shall notify the EMPLOYER in writing of the names of the Stewards and of their successors when so named.
- 17.2 It is recognized and accepted by the EMPLOYER and the UNION that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during working hours only when consistent with such employee duties and responsibilities. The steward involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours, provided, the steward and the employee have notified and received the approval of their supervisor to be absent to process a grievance and that such absence would not be detrimental to the work programs of the EMPLOYER.

ARTICLE 17 - GRIEVANCE PROCEDURES (Continued)

17.3 The procedure established by this Article shall be the sole and exclusive procedure for the processing of grievances, which are defined as an alleged violation of the terms and conditions of this AGREEMENT. (To correct the typo from the 1994-1996 contract.)

Grievances shall be resolved in conformance with the following procedure:

- Step 1. Upon the occurrence of an alleged violation of this AGREEMENT, the employee involved shall attempt to resolve the matter on an informal basis with the employee's supervisor. If the matter is not resolved to the employee's satisfaction by the informal discussion it may be reduced to writing and referred to Step 2 by the UNION. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the alleged section(s) of the AGREEMENT violated, and the relief requested. Any alleged violation of the AGREEMENT not reduced to writing by the UNION within seven (7) calendar days of the first occurrence of the event giving rise to the grievance or within the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.
- Step 2. Within seven (7) calendar days after receiving the written grievance a designated Employer Supervisor shall meet with the Union Steward and attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the EMPLOYER shall reply in writing to the UNION within seven (7) calendar days following this meeting. The UNION may refer the grievance in writing to Step 3 within seven (7) calendar days following receipt of the EMPLOYER'S written answer. Any grievance not referred in writing by the UNION within seven (7) calendar days following receipt of the EMPLOYER'S answer shall be considered waived.
- Step 3. Within seven (7) calendar days following receipt of a grievance referred from Step 2 a designated Employer supervisor shall meet with the Union Business Manager or his designated representative and attempt to resolve the grievance. Within seven (7) calendar days following this meeting the EMPLOYER shall reply in writing to the UNION stating the EMPLOYER'S answer concerning the grievance. If, as a result of the written response the grievance remains unresolved, the UNION may refer the grievance to Step 4. Any grievance not referred to in writing by the UNION to Step 4 within seven (7) calendar days following receipt of the EMPLOYER'S answer shall be considered waived.

ARTICLE 17 - GRIEVANCE PROCEDURES (Continued)

Optional Mediation Step

1. If the grievance has not been satisfactorily resolved at Step 3, either the Union or the Employer may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within 30 days of the assignment.
 2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
 3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
 4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
 5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
 6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.
- Step 4. If the grievance remains unresolved, the UNION may within seven (7) calendar days after the response of the EMPLOYER in Step 3, by written notice to the EMPLOYER, request arbitration of the grievance. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the EMPLOYER and the UNION within seven (7) calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) day period, either party may request the Public Employment Relation Board to submit a panel of five (5) arbitrators. Both the EMPLOYER and the UNION shall have the right to strike two (2) names from the panel. The UNION shall strike the first (1st) name; the EMPLOYER shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

ARTICLE 17 - GRIEVANCE PROCEDURES (Continued)

- 17.4 The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue submitted in writing by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the EMPLOYER, the UNION, and the employees.
- 17.5 The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record.
- 17.6 The time limits in each step of this procedure may be extended by mutual agreement of the EMPLOYER and the UNION.

ARTICLE 18 - SAVINGS CLAUSE

- 18.1 This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and the City of St. Paul. In the event any provision of this AGREEMENT shall hold to be contrary to law by a court of competent jurisdiction from who final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 19 - SEVERANCE PAY

- 19.1 The Employer shall provide a severance pay program as set forth in this Article.

Severance Pay Plan 1

- 19.2 To be eligible for the severance pay program, an employee must meet the following requirements:
- 19.2.1 The employee must be 58 years of age or older or must be eligible for pension under the "rule of 90" provisions of the Public Employees Retirement Association (PERA).

ARTICLE 19 - SEVERANCE PAY (Continued)

- 19.2.2 The employee must be voluntarily separated from City employment or have been subject to separation by lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City Severance pay program.
- 19.2.3 The employee must have at least ten (10) years of service under the classified or unclassified Civil Service at the time of separation. Employment with School District #625 will not be counted toward the service requirement for employees hired after July 1, 1997.
- 19.2.4 The employee must file a waiver of reemployment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type), with the City.
- 19.2.5 The employee must have accumulated a minimum of sixty (60) days of sick leave credits at the time of his separation from service.
- 19.3 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of 200 accrued sick leave days.
- 19.4 The maximum amount of money that any employee may obtain through this severance pay program is \$6,500.
- 19.5 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his or her death, payment of the severance pay may be made to the employee's estate or spouse.
- 19.6 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.
- 19.7 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this article conflict with said ordinance and in such cases, the provisions of this article shall control.
- 19.8 An employee may, in any event, and upon meeting the qualifications of this article or City Ordinance No. 11490, as amended by City Ordinance No. 16303, section 1, section 6, draw severance pay. However, an election by an employee to draw severance pay under either this article or the ordinance shall constitute a bar to receiving severance pay from the other.
- 19.9 The above Articles 19.1 through 19.8 apply only to employees hired prior to July 1, 1989.

ARTICLE 19 - SEVERANCE PAY (Continued)

Severance Pay Plan 2

- 19.10 Employees hired on or after July 1, 1989 shall be covered by the provisions of the following Articles 19.11 through 19.16.
- 19.11 For employees hired on or after July 1, 1989 the Employer shall provide a severance pay program as set forth in the following Articles 19.12 through 19.16.
- 19.12 To be eligible for the severance pay program, an employee must meet the following requirements:
- 19.12.1 The employee must be 58 years of age or older or must be eligible for pension under the "rule of 90" provisions of the Public Employees Retirement Association (PERA).
 - 19.12.2 The employee must be voluntarily separated from City employment or have been subject to separation, lay-off or compulsory retirement. Those employees who are discharged for cause, misconduct, inefficiency, incompetency, or any other disciplinary reason are not eligible for the City severance pay program.
 - 19.12.3 The employee must file a waiver of reemployment with the Director of Human Resources, which will clearly indicate that by requesting severance pay, the employee waives all claims to reinstatement or reemployment (of any type), with the City.
 - 19.12.4 The employee must have an accumulated balance of at least eighty (80) days of sick leave credits at the time of his/her separation from service. To qualify for \$10,000, the employee must have an accumulated balance of at least one hundred (100) days of sick leave credits at the time of his/her separation from service.
- 19.13 If an employee requests severance pay and if the employee meets the eligibility requirements set forth above, he or she will be granted severance pay in an amount equal to one-half of the daily rate of pay for the position held by the employee on the date of separation for each day of accrued sick leave subject to a maximum of as shown below based on the number of years of service with the City.

| Years of Service with the City | | Maximum Severance Pay |
|-----------------------------------|----|--------------------------|
| At Least | 20 | \$5,000 |
| | 21 | \$5,500 |
| | 22 | \$6,000 |
| | 23 | \$6,500 |
| | 24 | \$7,000 |
| | 25 | \$10,000 |

ARTICLE 19 - SEVERANCE PAY (Continued)

- 19.14 For the purpose of this severance program, a death of an employee shall be considered as separation of employment, and if the employee would have met all of the requirements set forth above, at the time of his or her death, payment of the severance pay may be made to the employee's estate or spouse.
- 19.15 The manner of payment of such severance pay shall be made in accordance with the provisions of City Ordinance No. 11490.
- 19.16 This severance pay program shall be subject to and governed by the provisions of City Ordinance No. 11490 except in those cases where the specific provisions of this article conflict with said ordinance and in such cases, the provisions of this article shall control.
- 19.17 Notwithstanding Section 19.9, employees appointed prior to July 1, 1989, to a title covered by this agreement who meet the qualifications as defined in Severance Pay Plan 2 (Sections 19.12 and 19.13), may elect to draw severance pay under the provisions of Severance Pay Plan 2 (Section 19.13). An election by an employee to draw severance pay under one Section shall constitute a bar to drawing severance pay under any other provision set forth in this agreement.
- 19.18 Employees appointed on or after July 1, 1989 to a title covered by this agreement shall not be eligible for any severance plan provisions other than the provisions as set forth in Severance Pay Plan 2 (Sections 19.12 thru 19.16).

ARTICLE 20 - WAGE SCHEDULE

- 20.1 The wage schedule for purposes of this contract shall be Appendix A, attached hereto.
- 20.2 The Vehicle Mechanic Leadworker rate will be \$1.02 per hour higher than the Vehicle Mechanic rate.
- 20.3 The Welder Leadworker rate will be \$.29 per hour higher than the Welder rate.

ARTICLE 21 - STRIKES, LOCKOUTS, WORK INTERFERENCE

- 21.1 The UNION and the EMPLOYER agree that there shall be no strikes, work stoppages, slow-downs, sitdown, stay-in, or other concerted interference with the EMPLOYER'S business or affairs by any of the said UNION and/or the members thereof, and there shall be no bannering during the existence of this AGREEMENT without first using all possible means of peaceful settlement or any controversy which may arise. Employees engaging in same shall be liable for disciplinary action.

ARTICLE 22 - SICK LEAVE

- 22.1 Sick Leave With Pay. During any period in which an employee is absent from work on sick leave with pay, the employee shall not be employed or engaged in any occupation for compensation outside of his regular city employment. Violation of the provision of this paragraph by any employee shall be grounds for suspension or discharge.
- 22.2 In the case of a serious illness or disability of an employee's child, the Employer shall grant leave of absence in accordance with State Legislation. Such leave shall be deducted from the employee's accumulated sick leave credits. If the employee has no accumulated sick leave credits, such leave shall be granted without pay.
- 22.3 In the case of a serious illness or disability of an employee's dependent, parent or household member, other than a child, the head of the department shall grant leave with pay in order for the employee to care for or make arrangements for the care of such disabled persons. Such leave shall be drawn from the employee's accumulated sick leave credits. Use of such sick leave shall be limited to forty (40) hours per incident.

ARTICLE 23 - MATERNITY LEAVE

- 23.1 Maternity Leave. Maternity is defined as the physical state of pregnancy of an employee, commencing eight (8) months before the estimated date of childbirth, as determined by a physician, and ending six (6) months after the date of such birth. In the event of an employee's pregnancy, the employee may apply for leave without pay at any time during the period stated above and the EMPLOYER may approve such leave at its option, and such leave may be no longer than one (1) year.

ARTICLE 24 - SAFETY SHOES

- 24.1 Effective July 1, 1999, the EMPLOYER agrees to pay \$75.00 toward the cost or repair of safety shoes purchased by an employee who is a member of this unit. The EMPLOYER shall contribute toward the cost or repair of one pair of shoes per contract year and shall not be responsible for any additional cost for any shoes or repairs thereafter. This reimbursement of \$75.00 shall be made only after investigation and approval by the immediate supervisor of that employee. This \$75.00 EMPLOYER contribution shall apply only to those employees who are required to wear protective shoes or boots by the EMPLOYER. Over the life of this agreement, employees may carry over \$75.00 per year towards the purchase of safety shoes.

ARTICLE 25 - LAYOFF AND BUMPING

25.1 As of the effective date of this Agreement, all Vehicle Mechanics and Vehicle Mechanics (Heavy Truck & Equipment) in all Departments other than Fire and Police shall be considered Vehicle Mechanics (Heavy Truck & Equipment). Further, Vehicle Mechanic (Heavy Truck & Equipment) class seniority shall be based on all continuous time served in regular or probationary status as a Vehicle Mechanic and Vehicle Mechanic (Heavy Truck & Equipment) since the last date of appointment to either class.

25.2 For purposes of layoff the Employer shall determine the location and number of employees to lay off. Upon the effective date of layoff, a Vehicle Mechanic (Heavy Truck & Equipment), Vehicle Maintenance Worker (Heavy) and Welder may bump the least senior Vehicle Mechanic (Heavy Truck and Equipment), Vehicle Maintenance Worker (Heavy), and Welder, respectively, Citywide, excluding the Police and Fire Departments and Independent School District No. 625.

An employee exercising a bump across Department lines shall serve up to six (6) months probation in the Department to which he/she bumps. An employee who does not pass probation shall be laid off. The provisions of this section shall not be subject to Article 17, Grievance Procedure.

25.3 In the event that the Employer merges garage operations, the seniority lists of the affected classes for those merged operations only shall be merged.

ARTICLE 26 - DURATION AND EFFECTIVE DATE

26.1 The Employer and the Union acknowledge that during the meeting and negotiating which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject concerning the terms and conditions of employment. The agreements and understandings reached by the parties after the exercise of this right are fully and completely set forth in this agreement. Any and all prior agreements, resolutions, practices, policies or rules or regulations regarding the terms and conditions of employment to the extent they are inconsistent with this Agreement are hereby superseded. In those areas where Civil Service Rules are not inconsistent with this Agreement the Civil Service Rules shall continue to be in effect.

26.2 Except as herein provided, this Agreement shall be effective as of the date it is executed by the parties and shall continue in full force and effect through June 30, 2001 and thereafter until modified or amended by mutual agreement of the parties. Either party desiring to amend, or modify this Agreement shall notify the other in writing so as to comply with the provisions of the Public Employment Labor Relations Act of 1984.

Any retroactivity shall be owed only to employees who continue to be employed by the City at the time this Collective Bargaining Agreement is approved.

26.3 This constitutes a tentative agreement between the parties which will be recommended by the Director of Labor Relations, but is subject to the approval of the Administration of the City, the City Council and is also subject to ratification by the Union.

WITNESSES:

CITY OF SAINT PAUL

DISTRICT LODGE NO. 77, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS AFL-CIO

BY: _____ Date: _____

Terry Haltiner
Labor Relations Manager

BY: _____ Date: _____

Gary Schmidt
Business Representative

APPENDIX A

The Wage increases agreed to by the Union and Employer are: A two and five tenths percent (2.5%) across the board increase as of July 1, 1999, and a three and two tenths (3.2%) across the board increase as of July 1, 2000.

The wage rates and salary ranges for classifications in this unit are shown below:

| | 07/01/1999 | | 07/01/2000 | |
|---|-------------------|-------|-------------------|-------|
| Auto Body Repairer | \$ | 20.08 | \$ | 20.72 |
| Machinist | \$ | 20.08 | \$ | 20.72 |
| Mechanic Welder | \$ | 20.08 | \$ | 20.72 |
| Toolmaker - Water Utility | \$ | 21.69 | \$ | 22.38 |
| Vehicle Mechanic | \$ | 20.08 | \$ | 20.72 |
| Vehicle Mechanic (Hvy Tr & Eq) | \$ | 20.08 | \$ | 20.72 |
| Vehicle Mechanic Lead Worker | \$ | 21.13 | \$ | 21.81 |
| Welder | \$ | 20.08 | \$ | 20.72 |
| Welder Leadworker | \$ | 20.38 | \$ | 21.03 |

| | Start | | 6 Months | |
|--|-------------------|-------------------|-------------------|-------------------|
| | 07/01/1999 | 07/01/2000 | 07/01/1999 | 07/01/2000 |
| Equipment Repairer | \$ 16.98 | \$ 17.52 | \$ 17.78 | \$ 18.35 |
| Fire Building Repairer | \$ 16.98 | \$ 17.52 | \$ 17.78 | \$ 18.35 |
| Fire Equipment Servicer | \$ 16.98 | \$ 17.52 | \$ 17.78 | \$ 18.35 |
| Marina Mechanic | \$ 16.67 | \$ 17.20 | \$ 20.46 | \$ 21.11 |
| Traffic Maintenance Wrkr prior to 7/1/91 | \$ 16.98 | \$ 17.52 | \$ 17.78 | \$ 18.35 |
| Traffic Maintenance Wrkr after to 7/1/91 | \$ 14.97 | \$ 15.45 | \$ 15.65 | \$ 16.15 |
| Vehicle Mntnce Wrkr (Hvy) prior to 7/1/91 | \$ 16.98 | \$ 17.52 | \$ 17.78 | \$ 18.35 |
| Vehicle Mntnce Wrkr (Hvy) after to 7/1/91 | \$ 14.97 | \$ 15.45 | \$ 15.65 | \$ 16.15 |
| *Vehicle Mntnce Wrkr (Light) | \$ 15.93 | \$ 16.44 | \$ 16.65 | \$ 17.18 |

| | Start | | 6 Months | | 1 Year | |
|--------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | 07/01/1999 | 07/01/2000 | 07/01/1999 | 07/01/2000 | 07/01/1999 | 07/01/2000 |
| Parts Runner | \$ 11.22 | \$ 11.58 | \$ 12.13 | \$ 12.52 | \$ 13.08 | \$ 13.50 |
| Comm. Tech Helper | \$ 12.20 | \$ 12.59 | \$ 12.48 | \$ 12.88 | \$ 13.08 | \$ 13.50 |

Vehicle Mechanic Trainee

| | | |
|---------|-------------|---------------------------------------|
| First | 2,000 hours | 60% of the Vehicle Mechanic base rate |
| Third | 1,000 hours | 65% of the Vehicle Mechanic base rate |
| Fourth | 1,000 hours | 70% of the Vehicle Mechanic base rate |
| Fifth | 1,000 hours | 75% of the Vehicle Mechanic base rate |
| Sixth | 1,000 hours | 80% of the Vehicle Mechanic base rate |
| Seventh | 1,000 hours | 85% of the Vehicle Mechanic base rate |
| Eighth | 1,000 hours | 90% of the Vehicle Mechanic base rate |